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2017 JUN -6 PM 3:51

CLERK U.S. DISTRICT COURT
NORTHERN DISTRICT OF OHIO
TOLEDO

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
WESTERN DIVISION

Ponda R. Truss
Robert E. Truss
30 Carol Lane
Toledo, Ohio 43615

PLAINTIFFS

VS

Nationwide Mutual Fire Insurance Company,
its employees, agents, officers, affiliates,
subsidiaries, successors and assigns (hereafter
Nationwide)

DEFENDANT(S)

) Case No.

) **3:17 CV 1188**

) JUDGE:

) **JUDGE HELMICK**

) **MAG. JUDGE JAMES R. KNEPP II**

) **ORIGINAL COMPLAINT**
) **WITH JURY DEMAND**
) **ENDORSED HEREON**

COMPLAINT FOR CIVIL CASE ALLEGING BREACH OF CONTRACT
(28 U.S.C. Section 1331)

I. PARTIES TO THIS COMPLAINT

1. PLAINTIFFS

Ponda R. Truss and Robert E. Truss
30 Carol Lane
Toledo, OH 43615
(419) 539-6819

Plaintiffs, Ponda R. Truss and Robert E. Truss resides in the City of Toledo,
Lucas County, Ohio. At all relevant times Mr. and Mrs. Truss are married.

2. **DEFENDANT(S)**

Nationwide Mutual Fire Insurance Company
MWRO
One Nationwide Gateway Dept. 5572
Des Moines, IA 50391-5572

Defendant(s) Nationwide Mutual Fire Insurance Company is incorporated under the laws of the State of Iowa and has its principle place of business and headquarters in the State of Iowa.

II. BASIS FOR JURISDICTION- SUBJECT MATTER JURISDICTION

3. **Under the United States Constitution, Article III, Section 2**

The judicial power shall extend to all cases, in law and equity, arising under this Constitution, the laws of the United States, and treaties made, or which shall be made, under their authority;--to all cases affecting ambassadors, other public ministers and consuls;--to all cases of admiralty and maritime jurisdiction;--to controversies to which the United States shall be a party;--to controversies between two or more states;--between a state and citizens of another;--between citizens of different states;--between citizens of the same state claiming lands under grants of different states, and between a state, or a citizen thereof, and foreign states or subjects.

Under 28 U.S.C. Section 1331-Federal Question

The district courts shall have original jurisdiction of all civil actions arising under the Constitution, laws, or treaties of the United States.

4. **Under 28 U.S.C Section 1367 –Supplemental Jurisdiction**

(a) Except as provided in subsections (b) and (c) or as expressly provided otherwise by Federal statute, in any civil action of which the district courts have original jurisdiction, the district courts shall have supplemental jurisdiction over all other claims that are so related to claims in the action within such original jurisdiction that they form part of the same case or controversy under Article III of the United States Constitution. Such supplemental jurisdiction shall include claims that involve the joinder or intervention of additional parties.

III. VENUE- Generally 28 U.S.C. 1391

5. Venue is proper in this judicial district under 28 U.S.C. 1391(a)(1)

(a) Applicability of section. –Except as otherwise provided by law.

(1) this section shall govern the venue of all civil actions brought in district courts of the United States.

IV. CAUSE OF ACTION

FIRST CAUSE OF ACTION

Alleges Breach of Insurance Contract

6. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though set forth fully at length herein.
7. On April 6, 2012, Defendants, Nationwide Mutual Fire Insurance Company, NAIC #237779 agreed to insure Plaintiffs 2009 Dodge Journey vehicle from April 6, 2012 through October 6, 2012. Liability has been proven and established (See Exhibits 1, 2, 3 and 4). The amounts liable is \$100,000 bodily injury each person and \$300,000 each occurrence; \$5000 for medical payments; \$100,000 for property damage of each occurrence. These amounts are written within the policy. The Defendants agreed to the policy amounts and charged the insured Plaintiffs the premium and fees based upon that amount (See Exhibit 5 and 6).

SECOND CAUSE OF ACTION

Alleges Breach of Insurance Contract

8. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though set forth fully at length herein.
9. On August 18, 2012, Plaintiff, Ponda R. Truss entered into an agreement with Defendants, Nationwide Mutual Fire Insurance Company choosing to have Nationwide Mutual Fire Insurance Company to assign a separate claims person to each claim for each coverage. Plaintiff, Ponda R. Truss did not waive any potential conflicts (See Exhibit 4 and 7).
10. On July 10, 2014, Plaintiff, Ponda R. Truss, employed Rubin-Zyndorf, Attorneys at Law (See Exhibit 10). Plaintiff, Ponda R Truss informed Sol Zyndorf that a suit was filed against Terri Jewell in federal court and that Nationwide had offered her \$1000.00 to sign the *Release and Trust Agreement Under Uninsured/Underinsured Motorist Coverage* (See Exhibit 9). Plaintiff, Ponda R. Truss responded by sending a letter requesting \$100,000 (See Exhibit 14).
11. Plaintiffs, Ponda R. Truss and Robert E. Truss received a letter dated July, 14, 2014 from Law Office, signed Ted Mohler with Edward T. Mohler typed under the signature. In the letter, Mr. Mohler states, "*I am representing the interest of Nationwide Mutual Insurance Company in the above-captioned lawsuit*" (See Exhibit 13). Plaintiff, Ponda R. Truss faxed this letter to Sol Zyndorf on July 22, 2014.
12. On June 12, 2015, Sol Zyndorf recommended that only Plaintiff, Ponda Truss sign the *Release and Trust Agreement Under Uninsured/Underinsured Motorist Coverage* (See Exhibit 12).

THIRD CAUSE OF ACTION

Alleges Unreasonable Delay or Denial

13. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though set forth fully at length herein.
14. Nationwide Mutual Fire Insurance Company intentionally refused (See Exhibit 8) to satisfy Plaintiffs claim #9234 U 010362 where there is either (1) no lawful basis for the refusal coupled with actual knowledge of that fact or (2) an intentional failure to determine whether there was any lawful basis for such refusal. Nationwide Mutual Fire Insurance Company agreed to the amount stated in the policy and charged the Plaintiffs the premium based upon that amount (See Exhibit 5 and 6).
15. Defendants, Nationwide Mutual Fire Insurance Company reported the following in 2016:
 - a) revenue up at \$43 Billion (US Dollars)
 - b) net income up at \$910 Million (US Dollars)
 - c) total assets up at \$209.8 Billion (US Dollars)

FOURTH CAUSE OF ACTION

Alleges Ambiguous Insurance Policy

16. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though set forth fully at length herein.
17. Defendant, Nationwide Mutual Fire Insurance Company provided Plaintiffs with an ambiguous insurance policy. Plaintiffs were led to believe they were purchasing coverage for bodily injury liability in the amount of \$100,000 and Nationwide Mutual Fire Insurance Company charged Plaintiffs, Ponda Truss and Robert Truss the premium and fees based upon that amount (See Exhibits 5, 6 and 7).

FIFTH CAUSE OF ACTION

Alleges Prejudice

18. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though set forth fully at length herein.
19. The attorneys representing Nationwide Mutual Insurance Company are employees of Nationwide, have a financial, business, property and/or personal interest in their employer and are members of the Ohio State Bar Association. Defendants manipulated claim #9234 U 010362 to protect their interest in Nationwide. The Plaintiffs are prejudiced by these attorneys being employed by Nationwide when Nationwide should be representing Plaintiffs. Due to this contradiction, Plaintiffs are limited to resources, even as far as hiring an attorney for representation because of attorneys being members of the Ohio Ohio State Bar Association. In fact, Sol Zyndorf, the attorney who I trusted to have my best interest is also a member of the Ohio State Bar Association.

Ohio State Bar Association. In fact, Sol Zyndorf, the attorney who I trusted to have my best interest is also a member of the Ohio State Bar Association. Plaintiffs are prejudiced by Sol Zyndorf's representation for deliberately and purposely not properly following suit and/or charges against his constituents, especially because they are members of the Ohio State Bar Association. Plaintiffs insurance coverage included \$5000 for medical and Sol Zyndorf did not have Plaintiffs best interest because he allowed garnishments for medical bills. Plaintiffs, Ponda Truss and Robert Truss have medical health insurance coverage through their employers and purchased \$5000 medical coverage from Nationwide Mutual Fire Insurance Company. Plaintiff, Ponda Truss has been treated as if she was the one who caused the automobile accident.

SIXTH CAUSE OF ACTION

Alleges Prejudice

- 20. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though set forth fully at length herein.
- 21. Defendant, Nationwide Mutual Fire Insurance Company is incorporated in the State of Iowa and is subject to the laws of Iowa.

SEVENTH CAUSE OF ACTION

Alleges Prejudice

- 22. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though set forth fully at length herein.
- 23. Defendant, Nationwide Mutual Fire Insurance Company is incorporated in the State of Ohio and is subject to the laws of Ohio.

EIGHTH CAUSE OF ACTION

Alleges Fraud

- 24. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though set forth fully at length herein.
- 25. Defendants, Nationwide Mutual Fire Insurance Company charged Plaintiffs Ponda Truss and Robert Truss a premium for insurance coverage when Defendants had no intention of paying. These acts were malicious, fraudulent and oppressive.

NINTH CAUSE OF ACTION

Alleges Antitrust

- 26. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though set forth fully at length herein.
- 27. Plaintiffs, Ponda Truss and Robert Truss alleges that Defendants, Nationwide Mutual Fire Insurance Company is in violation of the Federal Trade Commission Act. Nationwide Mutual Fire Insurance Company agreed to the

policy amounts and charged the insured Plaintiffs the premium and fees based upon that amount (See Exhibit 5 and 6). Defendants act is deceptive because they had no intentions of paying the liability amounts.

TENTH CAUSE OF ACTION

Alleges Antitrust

28. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though set forth fully at length herein.
29. Plaintiffs alleges that Defendants, Nationwide Mutual Fire Insurance Company is in violation of the Sherman Antitrust Act of 1890. Plaintiffs are intimidated after learning that the attorneys employed by Nationwide Mutual Fire Insurance Company are members of the Ohio State Bar Association. Plaintiffs are powerless and have no protection. In fact, Attorney Mohler has asked for the names and addresses of Plaintiffs family members during the deposition. Plaintiffs have experienced emotional abuse and lack trust in the justice system because of Defendants conduct.

ELEVENTH CAUSE OF ACTION

Alleges Antitrust

30. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though set forth fully at length herein.
31. Plaintiffs alleges that Defendants, Nationwide Mutual Fire Insurance Company is in violation of the McCarran-Ferguson Act. Nationwide's activities are not confined to just the insurance business, but also involves the Ohio State Bar Association and its members, who are attorneys that are employed by Nationwide Mutual Fire Insurance Company.

TWELFTH CAUSE OF ACTION

Alleges Antitrust

32. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though set forth fully at length herein.
33. Plaintiffs alleges that Defendants, Nationwide Mutual Fire Insurance Company is in violation of the Clayton Act of 1914. The Ohio State Bar Association, a separate entity of attorney members has allowed its members to acquire stock in Nationwide Mutual Fire Insurance Company.

THIRTEENTH CAUSE OF ACTION

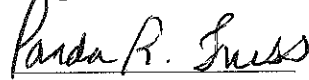
Alleges Breach of Fiduciary Duty

34. Plaintiffs had confidence in the integrity and fidelity of Nationwide by having insurance we were gaining protection, peace of mind and security. Plaintiff, Ponda Truss relied on her attorney, Sol Zyndorf to act on her behalf and be subject to her control.

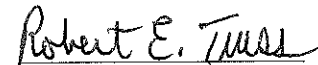
WHEREFORE, Plaintiffs Ponda R. Truss and Robert Truss prays for judgment against Defendants, Nationwide Mutual Fire Insurance Company, its employees, agents, officers, affiliates, subsidiaries, successors and assigns (hereafter Nationwide) for each of them that follows:

1. For permanent injunctions to prohibit Nationwide Mutual Fire Insurance Company from future actions violating these laws.
2. For interest thereon at the legal rate from and after August 6, 2012.
3. For \$91,000 compensatory damages.
4. For punitive damages according to proof.
5. For attorney fees and cost incurred herein.
6. For such other and further relief as the Court may deem just and proper.

Respectfully Submitted,



Ponda R. Truss, *Pro Se*
30 Carol Lane
Toledo, OH 43615
419-539-6819



Robert E. Truss, *Pro Se*
30 Carol Lane
Toledo, OH 43615
419-539-6819

CERTIFICATE OF SERVICE

This is to certify that a copy of the foregoing was mailed certified via United States Postal Service this 6th day of June, 2017 to Law Office, Attorneys for Defendants
420 Indian Wood, Suite 205, Maumee, OH 43537

Respectfully Submitted,



Ponda R. Truss, *Pro Se*
30 Carol Lane
Toledo, Ohio 43615
(419) 539-6819



Robert E. Truss, *Pro Se*
30 Carol Lane
Toledo, Ohio 43615
(419) 539-6819

Jury Demand

~~CONFIDENTIAL - NOT FOR DISSEMINATION~~

~~This is to certify that a copy of the foregoing was mailed certified via United States Postal Service this 5th day of June, 2017 to Law Office, Attorneys for Defendants 420 Indian Wood, Suite 205, Maumee, OH 43537~~

We request a jury on all triable causes

Respectfully Submitted,

Ponda R. Truss

Ponda R. Truss, *Pro Se*
30 Carol Lane
Toledo, Ohio 43615
(419) 539-6819

Robert E. Truss

Robert E. Truss, *Pro Se*
30 Carol Lane
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